

AUCTION SALE & PURCHASE AGREEMENT
THIS IS A LEGALLY BINDING CONTRACT

Received from _____ (Purchaser's Full Name) of
(Address) _____,
SS# _____, and _____ (Purchaser's
Full Name) of (Address) _____,

SS# _____ ("Purchaser") the sum of Ten Thousand Dollars (\$10,000.00) (the
"Initial Deposit"), the "Supplemental Deposit" which must be received within 5 days of this
Agreement to bring the entire deposit amount to 10% of the bid, and other good and valuable
consideration, for purchase of property foreclosed upon by SouthState Bank, N.A., Successor by
Merger to Atlantic Capital Bank, N.A., ("Transferor"), known as the former Hermit Thrush Nest
LLC property, located at 7 US Route 5, , in the Town of Dummerston, County of Windham, and
State of Vermont, as further described on Schedule A attached hereto (the "Property").

It is hereby agreed that Purchaser shall purchase and Transferor shall transfer the Property in
accordance with 12 VSA Section 4954 and the following terms and conditions:

1. Total Purchase Price is:

_____ (\$ _____) U.S. Funds,
with the balance after crediting the Initial Deposit and the Supplemental Deposit both referenced
above to be paid in immediately available funds (cash, wire transfer, local bank cashier's check
or other certified funds) to Transferor at the closing. If the Initial Deposit is not payable to either
"Thomas Hirschak Company" or cash, or is not negotiable without having Purchaser and the Thomas
Hirschak Company present at the bank at the same time, or is not negotiable for any reason, then
Purchaser shall supply a replacement Deposit within ten days of being notified of the issue.

2. The Deposit will be held by the Thomas Hirschak Company. The Deposit will be held by
the Thomas Hirschak Company in its auction account, which is interest-bearing. Purchaser
acknowledges and agrees that the interest which will be earned on the deposit is de minimis, and
that said interest shall be deemed and considered as earned by and due to the Thomas Hirschak
Company solely for undertaking the fiduciary obligations associated with holding the deposit. The
Deposit is non-refundable, except as specifically provided herein.

3. Transfer of title to the Property shall be in accordance with the procedure set forth in 12
VSA Section 4954 and by Confirmation Order issued by the Vermont Superior Court, Windham
Civil Division. The Property is to be conveyed in "AS IS" condition "WITH ALL FAULTS," known and
unknown, and subject to all title defects and encumbrances of record; all federal, state, and local

laws, including but not limited to environmental, health, safety, zoning, and building laws, ordinances, and all governmental regulations; all existing building lines (if established); all rights, easements, covenants, conditions, reservations, agreements, privileges, obligations, duties, and restrictions of record, insofar as such are now in force and applicable.

4. Transferor's obligation to transfer the Property is contingent upon Transferor's receipt of a Confirmation Order from the Vermont Superior Court, Windham Civil Division in the matter of SouthState Bank, N.A., Successor by Merger to Atlantic Capital Bank, N.A., v. Hermit Thrush Nest LLC, et al., Docket # 24-CV-04916, in a time, manner, and form acceptable to Transferor. If Transferor is unable to obtain a Confirmation Order in a time, manner, or form acceptable to Transferor, then Transferor, at its election, may void this agreement and the Deposit shall be returned to Purchaser, with no other costs or remedies available to Purchaser.

5. This agreement is not subject to any financing, inspection or any other contingencies. Transferor shall not be obligated to provide financing of any kind to Purchaser.

6. The closing shall be conducted ten (10) days after issuance of the Court's Confirmation Order or forty-five (45) days from date of auction (the "Closing Date"), whichever is later, at a time and place mutually agreed upon by the parties. Neither party shall be obliged to extend the Closing Date (time being of the essence under this agreement); however, the parties may agree in writing to extend the Closing Date.

7. In the event the Purchaser shall fail to pay the balance of the Purchase Price on the Closing Date, Transferor may either retain all of the Deposit (both the Initial and Supplemental), as agreed-upon liquidated damages, or may pursue its rights to all legal and equitable remedies provided by law. Because of the nature and subject matter of this agreement, damages arising from Purchaser's default may be difficult to calculate with precision and the amount of the Deposit reflects a reasonable estimate of Transferor's damages for Purchaser's default.

8. Purchaser shall pay any costs incident to searching the title to the Property, to the extent Purchaser desires to search the title. Transferor shall not be responsible for remedying any defects in title and Purchaser waives all rights under 27 VSA Section 612. Purchaser shall be responsible for paying the property transfer tax due.

9. The sale is subject to any monies due to the Town of Dummerston for real estate taxes and other assessments, if any (delinquent and current). All municipal taxes and assessments shall be paid by Purchaser over and above the Purchase Price.

10. Purchaser agrees that, in entering into this agreement, Purchaser is not relying on any representations made by Transferor or Transferor's agent(s) or representative(s), but, rather,

is relying solely on Purchaser's own judgment, reached after an investigation made by Purchaser into the condition of the Property, and Purchaser's own personal inspection thereof. Purchaser acknowledges that any and all information of any type that Purchaser has received or may receive from Transferor or Transferor's agent(s) or representative(s) was furnished on the express condition that Purchaser would make, and Purchaser acknowledges that Purchaser has made, an independent verification of the accuracy of any and all such information, all such information being furnished without any representation or warranty as to the accuracy or completeness whatsoever. Purchaser has performed such due diligence as Purchaser deems sufficient and enters into this agreement with the understanding that the purchase is not subject to any further due diligence review. Purchaser agrees to accept the Property in its present condition, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from inspection, and Purchaser expressly assumes the risk of any and all defects in the Property. Purchaser agrees to accept the Property "AS IS," "WITH ALL FAULTS," without warranty, expressed or implied. It being fully understood that TRANSFEROR HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS CONCERNING THE PROPERTY, THE CONDITION THEREOF, OR ANY OTHER MATTER PERTAINING THERETO, including but not limited to matters relating to boundaries, acreage, water source/supply, wastewater, or compliance with Vermont zoning, subdivision and any state and federal environmental laws, and any environmental conditions or hazards on the Property, the availability of permits, licenses, zoning, variances, certificates of occupancy, or any other matters pertaining to the use of the Property. Transferor makes no warranties as to permits or permitted use of this Property. EXPRESSLY EXCLUDED FROM APPLICATION ARE ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTIES EXPRESS OR IMPLIED AT LAW. Purchaser agrees that no warranty has arisen through trade, custom, or course of dealing with Transferor, and agrees that all disclaimers of warranties shall be construed liberally in favor of Transferor. Purchaser acknowledges that in no event is Transferor responsible for obtaining any permits to comply with state, federal or municipal laws, or for making any repairs, upgrades, improvements and/or treatments to the Property or for altering in any way the condition of the Property. This provision shall survive the closing.

11. During the period between the date of this contract and transfer of title, risk of loss shall be on Purchaser. Transferor shall not bear the risk of loss or damage to the Property by fire or other insured casualty for the benefit of the Purchaser. If the Purchaser wishes to have the Property insured for Purchaser's benefit, Purchaser must take the necessary actions at Purchaser's own expense. Purchaser assumes all risk of loss or liability between the dates of the auction to the Closing Date and recorded of the Confirmation Order in the Town of Dummerston Land Records.

12. By execution of this agreement, Purchaser represents that it has performed such due diligence that the Purchaser deems sufficient and as a result of such due diligence, Purchaser

desires to enter into this agreement to purchase the Property. Purchaser is not entering into this agreement as a result of any advertisement or announcement or representations made by the Transferor and/or its agent(s) or representative(s) and understands that the purchase is NOT subject to any further due diligence review.

13. This agreement and any subsequent conveyance are subject to the disclaimers in this agreement. Transferor and Purchaser agree that Thomas Hirchak Company, retained as Auctioneers by Transferor, brought about this sale, and that Thomas Hirchak Company acted solely as agents of the Court in this transaction.

14. Possession of the Property, together with any key(s) to the Property, shall be given to the Purchaser at the time of closing, subject to any rights of tenant(s) in possession.

15. This agreement contains the entire agreement of the parties, and it may not be amended subsequent to the execution hereof except by a writing executed by each of the parties to this agreement. Each party warrants and represents that it has the capacity, authority and ability to legally consummate the transaction set forth herein.

16. This agreement shall benefit and bind both the Transferor and Purchaser and their respective heirs, executors, administrators, successors and assigns, and shall be governed by Vermont law. Purchaser may not assign this agreement without the written consent of Transferor and the approval of the Vermont Superior Court, Windham Civil Division. Any such approval shall be obtained by Purchaser at its sole cost and expense and shall not be cause to the delay the Closing Date.

17. Purchaser acknowledges that Purchaser has not relied upon any oral or written representations of any employee, agent, representative, or attorney for Transferor not expressly set forth in this agreement as a basis for Purchaser's decision to execute this agreement. In express recognition thereof, Purchaser agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein or in any Addendum or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

18. The parties agree that, with respect to the performance of their respective obligations hereunder, time is of the essence. Should Purchaser default in any obligation under this agreement or fail to close within the time herein described, Purchaser agrees to indemnify and hold Transferor harmless from any resulting or consequential loss, claim or damage of any kind whatsoever, including but not limited to any attorneys' fees incurred by Transferor.

Purchaser has read this agreement and understands the terms and is bound by its contents. THIS IS A LEGALLY BINDING CONTRACT.

IN WITNESS WHEREOF, the Purchaser(s) has executed this agreement at Dummerston, Vermont, this 16th day of December, 2025.

IN THE PRESENCE OF:

Witness

Purchaser

Purchaser

IN WITNESS WHEREOF, the Transferor has executed this agreement at Dummerston, Vermont, this 16th day of December, 2025.

IN THE PRESENCE OF:

Witness

SouthState Bank, N.A., Successor by
Merger to Atlantic Capital Bank, N.A.
(Transferor)

ADDENDUM TO AUCTION SALE & PURCHASE AGREEMENT

DISCLAIMER AS TO CONDITION OF PROPERTY:

Purchaser agrees to accept the Property in its present condition, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from any inspections, and Purchaser hereby expressly assumes the risk of any and all defects in the Property. Purchaser acknowledges that Transferor has made NO WARRANTIES OR REPRESENTATIONS concerning the condition of the Property; Transferor hereby EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF HABITABILITY; and Purchaser represents to Transferor as a material inducement to this contract, that Purchaser is relying solely on such inspections and examination, if any, that Purchaser has conducted prior to the expiration.

DISCLAIMER AS TO LAND USE REGULATIONS AND PERMITS:

Purchaser acknowledges and represents that Transferor has made no representations in respect of, that Purchaser has conducted such investigations as Purchaser deems appropriate relating to, and that Transferor hereby EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES pertaining to and concerning all of the following:

1. The applicability of state and local laws, rules and regulations concerning the ownership, use and occupancy of the property, including, but not limited to such laws, rules and regulations concerning state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, onsite sewage disposal, and the compliance of the Property with the same.
2. Purchaser acknowledges that the Transferor has no responsibility to Purchaser for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde and other liability causing substances on, under or emitting from the premises.
3. The existence, status and availability of all permits, licenses, approvals, and certificates of occupancy applicable to the Property, and the compliance of the Property with the same.

Notwithstanding any other term or condition of this contract, any defect in the status of permits, licenses, approval or certificates of occupancy or non-compliance with any such laws, rules or regulations shall not be deemed a defect in marketability of title.

SURVIVAL OF TERMS:

Transferor's disclaimers and Purchaser's representations and acknowledgements contained in this Addendum shall not become merged in, but shall survive the closing of the conveyance of title to Purchaser. At Transferor's election, the form and substance of the foregoing DISCLAIMERS *may* be set forth in the Confirmation Order as further evidence of Purchaser's acceptance of the foregoing terms and conditions in the conveyance of the Property, but the Disclaimers shall survive regardless of whether they are included in the Confirmation Order.

TRANSFEROR: _____

DATE: _____

PURCHASER: _____

DATE: _____

Schedule A

Being all and the same lands and premises conveyed to Hermit Thrush Nest, LLC by Warranty Deed of Auspex Enterprises, Inc. dated October 16, 2021 and recorded December 2, 2021 in Book 132, Page 78, and further described as follows:

Being all and the same lands and premises conveyed to Auspex Enterprises, Inc. by Warranty Deed of Dummerston Management, dated December 17, 1999 and recorded December 22, 1999 in Book 72, Page 500 of the Dummerston Land Records and in said deed, being more particularly described therein as follows:

Being all and the same land and premises as were conveyed to Dummerston Management by Warranty Deed of After the Fall Products, Inc., dated July 26, 1994, and recorded on August 9, 1994, with the Dummerston Land Records at Book 63, Page 240 and therein described as follows:

Being all and the same land and premises as were conveyed to After the Fall Products, Inc. by Warranty Deed of Applewood Pure Food Company, Inc. dated December 24, 1986, and recorded in Book 52, Page 119 of the Dummerston Land Records and described therein as follows:

Being all and the same land and premises conveyed to Applewood Pure Food Company, Inc. by Warranty Deed of Tri-State Automotive Warehouse, Inc. dated March 21, 1983, and recorded in Book 47, Page 476 of the Dummerston Land Records and being further described as follows: Beginning at a point on the westerly side of the highway leading between Brattleboro and Dummerston known as Putney Road marked by an iron pipe, which point is located on the Brattleboro Dummerston Town Line, thence running northerly along the westerly line of said Putney Road eight hundred twenty (820') feet to an iron pipe for a corner on lands formerly of Roland E. McSweeney and Martha McSweeney; thence northwesterly four hundred fifty-five (455') feet, more or less, along a barbed wire fence and lands formerly of McSweeney to the center of a brook; thence running in a general southerly direction along the center of said brook and other lands of the Grantors to the Brattleboro Town Line; thence running easterly along the Brattleboro Town Line as marked by a barbed wire fence along lands now or formerly of Alice Bennet to the place of beginning, together with all buildings standing thereon.

Subject, nevertheless, to whatever rights may have been previously granted to the State of Vermont for highway purposes along U.S. Route #5, pole line easement rights and appurtenant rights previously granted to Green Mountain Power Company and the New England Telephone and Telegraph Company.

Reference may be had to a plan entitled "Property Survey in Dummerston, Vermont for Albert J. Cote, Jr." dated July 1963 and prepared by T.E. Schreyer, Jr. filed with the Dummerston Town Clerk.

Reference is hereby made to the aforementioned deeds and their records and to the deeds referred to therein and their records in further aid of this description.